

EXHIBIT 3



Chess.com Global Championship

Official Rules

1. Introduction

The Chess.com Global Championship competition (“**Tournament**” or “**CGC**”) is brought to you by Chess.com LLC (“**Chess.com**”). The CGC is a competitive gaming tournament featuring chess gameplay on Chess.com. These Chess.com Global Championship Official Rules (“**Rules**”) govern all stages of the CGC. These Rules have been designed to ensure the integrity of competitive play of chess in connection with the CGC.

Each person who participates in the Tournament is referred to as a “**Player**”. If the Player is under the age of majority in his or her state or country of residence (a “**Minor**”), such Minor Player represents and warrants that he or she has received permission from his or her parent or legal guardian to register for and participate in the Tournament, and all references to “Player” shall include that Minor Player’s parent or legal guardian. Each Player unconditionally accepts and agrees to comply with and abide by these Rules and the decisions that Chess.com and Tournament Officials (as defined below) make about the Tournament, including without limitation decisions about how to interpret or implement these Rules and administer the Tournament, and such decisions shall be final and binding in all respects and not subject to challenge or appeal. Any aspects of the Tournament or incidents that affect the Tournament that are not outlined in these Rules may be addressed and resolved by Chess.com and Tournament Officials at the time of the incident and their decisions on such matters shall be final and binding and not subject to challenge or appeal.

These Rules are subject to change, as determined by Chess.com in its sole discretion. The most recent version of these Rules will be posted on www.chess.com, and Chess.com and/or Tournament Officials may also use other means to communicate with those Players who have registered for the Tournament using the contact information associated with their account or provided during registration. These Rules were drafted in English, but may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Rules and the English version of these Rules, the English version shall prevail, govern and control.

2. Definitions

Color - refers to white or black pieces in the context of chess

Game - a single game of chess played on chess.com between two Players

Match - Tournament play between two Players that may involve multiple Games.

Non-Titled Player - means a Player not recognized by Chess.com as having a FIDE title or national title.

Single Elimination Bracket - means Tournament play where Players compete in Matches, advance through a bracket, and will not be eligible to move forward if they lose one (1) Match in the bracket.

Swiss - means Tournament play consisting of several rounds of Matches, during which Players will be paired against each other based on the results of previous Matches in the Swiss.

Time Control - the total amount of time allocated to each Player to make all of their moves during a game of chess. Time Controls are formatted as X+Y, where X is the initial amount of minutes on each Player's clock, and Y is the amount of seconds added to a Player's clock when a move is played by that Player.

Titled Player - means a Player recognized by Chess.com as having a FIDE title or national title.

Tournament Official - any Chess.com employee, or any other individual otherwise employed or contracted for the purpose of administration or operations for the CGC.

3. Tournament Format

As set forth more fully in Section 3.1, the CGC consists of 81 qualifier events for Non-Titled Players, (each, an "**Open Qualifier**"), 16 qualifier events for Titled Players and qualified players from the Open Qualifiers (each, a "**Play-In**"), a knockout stage ("**CGC Knockout**"), and a live finals ("**CGC Finals**").

3.1. Schedule

The schedule that corresponds to each stage of the Tournament is outlined in this Section.

3.1.1. Open Qualifier Phase

Open Qualifiers will occur three times per day on Saturdays and Sundays between May 1 and July 31, 2022 at 6 am, 12 pm, and 8 pm PT.

3.1.2. Play-In Phase

Play-Ins will occur twice per day on Mondays and Fridays between July 11 and August 5, 2022 at 5 am and 10 am PT.

3.1.3. CGC Knockout

- Round of 64: September 14-20, 2022
- Round of 32: September 21-30, 2022
- Round of 16: October 2-9, 2022

3.1.4. CGC Finals

The CGC Finals will be held at the 1 Hotel Toronto in Toronto, Canada on November 2-7, 2022.

3.2. Open Qualifier Phase

Verified Non-Titled Players may register to participate in the Open Qualifier Phase, consisting of 64 Open Qualifiers. Each Open Qualifier is a Swiss with 11 rounds of 10+0 Time Control. Players will earn 1 point for a win, ½ point for a draw, and 0 points for a loss. The top 4 ranked Players of each Open Qualifier will be eligible to participate in the Play-In Phase. Players may participate in any number of Open Qualifiers. Titled Players or Players that have already placed 4th or better in a previous Open Qualifier are ineligible to participate in additional Open Qualifiers.

3.2.1. Tiebreakers

If two or more Players in an Open Qualifier are tied, tied Players will be ranked according to Sonneborn-Berger score, defined as the sum of the score of each defeated opponent and half the score of each drawn opponent. If a tie involving 4th place is unable to be resolved by this method, such tied Players will all become eligible to participate in the Play-In Phase.

3.3. Play-In Phase

Verified Titled Players and Players that placed 4th or better in any Open Qualifier may register to participate in the Play-In Phase, consisting of sixteen (16) Play-Ins. Each Play-In is a Swiss with 9 rounds of 10+0 Time Control. Players will earn 1 point for a win, $\frac{1}{2}$ point for a draw, and 0 points for a loss. The top ranked player of each Play-In will be invited to participate in the CGC Knockout.

The Players ranked second and third in each Swiss will play an additional Match consisting of two Games of 10+0 Time Control. Players will alternate Colors for each Game of the Match. Players will earn 1 point for a win, $\frac{1}{2}$ point for a draw, and 0 points for a loss. If Players are tied after both Games are played, a single Game of “**Armageddon**” will be played, as described in Section 3.3.2. The Player that wins this Match will be awarded 2nd place in the Play-In and will be invited to participate in the CGC Knockout.

3.3.1. Tiebreakers

If two or more Players in the top eight (8) of the Swiss are tied, the following tiebreakers will be applied:

1. Sonneborn-Berger score, defined as the sum of the score of each defeated opponent and half the score of each drawn opponent.
2. Buchholz System (Cut 1), defined as the sum of scores of each opponent, minus the lowest opponent score
3. Buchholz System, defined as the sum of scores of each opponent
4. Points earned in Games between tied Players
5. Number of Game wins (including forfeits by opponents)
6. Number of Game wins with black
7. Average Rating of Opponents (Cut 1), defined as the average rating of opponents, based on Chess.com blitz ratings immediately prior to the Tournament, with the lowest rating removed
8. Player Chess.com ratings immediately prior to the Tournament

3.3.2. Armageddon

If a Game of Armageddon is to be played, each Player will, in secret, communicate a “**Bid**”, meaning the amount of time such Player is willing to play with the black pieces, to Tournament Officials. The Player with a lower Bid will play with the black pieces and begin the Game with an amount of time equivalent to his/her Bid. The other Player will play with the white pieces and begin the Game with 10 minutes. If the Bids are tied, those Bids will be discarded and Players will submit another Bid. No additional time will be added to either Player’s clock during the Game. The Player that wins the Game of Armageddon wins the Match. If the Game is drawn, the Player with the black pieces will be considered the winner of the Match.

3.4. CGC Knockout

The CGC Knockout is a Single Elimination Bracket with 32 Players that have been directly invited to participate by Chess.com and 32 Players that have qualified from each of the Play-Ins (2 Players per Play-In). If any Players decline or are deemed ineligible, additional invitations will be extended at the sole discretion of Chess.com. Matchups and seeding are at the sole discretion of Chess.com. The Round of 64, Round of 32, and Round of 16 Matches will all take place online. The remaining Matches will take place in-person at the CGC Finals, described in the next Section.

3.4.1. Match Format

Matches will consist of four (4) Games of 15+2 Time Control. Players will alternate Colors between all Games of the Match. Players will earn 1 point for a win, $\frac{1}{2}$ point for a draw, and 0 points for a loss. A Match ends when a Player reaches $2\frac{1}{2}$ points, at which time that Player has won the Match.

3.4.2. Tiebreakers

If neither Player reaches $2\frac{1}{2}$ points, a single Game of Armageddon will be played as per the procedure outlined in Section 3.3.2. White will begin the Game with 15 minutes.

3.5. CGC Finals

The CGC Knockout Matches between the final eight (8) Players will conclude at the CGC Finals. If any eligible Players decline to participate, such Players may be replaced by alternate Players at the sole discretion of Chess.com.

3.5.1. Match Format

Matches will consist of eight (8) Games of 15+2 Time Control. Players will alternate Colors between all Games of the Match. Players will earn 1 point for a win, $\frac{1}{2}$ point for a draw, and 0 points for a loss. A Match ends when a Player reaches $4\frac{1}{2}$ points, at which time that Player has won the Match.

3.5.2. Tiebreakers

If neither Player reaches $4\frac{1}{2}$ points, a single Game of Armageddon will be played as per the procedure outlined in Section 3.3.2. White will begin the Game with 15 minutes.

4. Eligibility

All Players must meet the eligibility requirements set forth below. Chess.com may remove any Player from the event at its sole discretion

4.1. Verified Players

All Players must verify their accounts on Chess.com by completing the verification process on chess.com/verified.

4.2. Participation Agreements

All Players that are eligible for the Play-In Phase will be required to execute a participation agreement with Chess.com before they may participate. Players invited by Chess.com to participate in the CGC Knockout will also be required to execute a participation agreement with Chess.com. Failure to execute such agreement may result in rescindment of eligibility and/or the invitation at Chess.com's sole discretion.

4.3. Age Requirements

If a Player is under the age of majority in his or her state or country of residence (a “**Minor**”), such Minor Player represents and warrants that he or she has received permission from his or her parent or legal guardian to register for and participate in the Tournament, and all references to “Player” shall include that Minor Player’s parent or legal guardian.

4.4. Titles

All Players, other than those that qualified through an Open Qualifier, must be recognized by Chess.com as having a FIDE title or a national title. FIDE title means Grandmaster (GM), International Master (IM), FIDE Master (FM), Candidate Master (CM), Woman Grandmaster (WGM), Woman International Master (WIM), Woman FIDE Master (WFM), or Woman Candidate Master (WCM). National title means National Master (NM).

4.5. Eligibility Subject to Local Law

Players are only eligible to participate in the Tournament if such participation does not violate applicable local laws. Players are responsible for ensuring that their participation in the Tournament is compliant with all laws of the jurisdiction(s) in which they are residents, and must take all steps necessary to ensure such compliance, including the federal, state, and local laws of the United States applicable to jurisdictions outside the United States. Chess.com does not take responsibility for a Player’s compliance with local laws.

5. How to Play in the Tournament

To play in the Tournament, Players must create or have access to their own, personal Chess.com accounts. Players’ Chess.com account information will be used by Chess.com in accordance with the [Privacy Policy](#) and [User Agreement](#) (the “**Chess.com Policies**”). By participating in the Tournament, Players agree and acknowledge that they have read, understood and agree to be bound by the Chess.com Policies. In the event of a conflict or inconsistency between the terms of these Rules and the terms of the Chess.com Policies, the terms of these Rules shall prevail, govern and control.

6. Fair Play

All Players must fully abide by “**Fair Play**” requirements set forth by Chess.com, as described below. These requirements are intended to uphold competitive integrity of the CGC. Failure to abide by such requirements may result in penalties and/or removal from the Tournament at Tournament Officials’ sole discretion.

6.1. Player Monitoring

Upon request, and during the CGC Knockout, Players are required to join a Zoom call for the entirety of all Matches for monitoring by Tournament Officials. Players must have video turned on for all cameras and audio turned on for one camera. If a Player accidentally loses connection to the Zoom call, they may be given up to ten (10) minutes to reconnect after the current Game. Failure to reconnect may result in penalties at Tournament Officials’ sole discretion.

6.2. Camera Requirements

Players are required to have up to two cameras to comply with Player Monitoring requirements. One camera must clearly show the Player’s full face and immediate surroundings beyond the Player. The

other camera should be placed behind the Player diagonally at a 45 degree angle on the mouse hand-side of the Player with the Player's desk, PC, and monitors clearly visible.

6.3. Environment Requirements

Players must abide by the following requirements pertaining to the physical space that they are playing from (the "**Environment**").

6.3.1. Other Individuals

Each Player must be alone in their Environment unless otherwise approved by Tournament Officials.

6.3.2. Play Area

Each Player's desk or table must be free of clutter or visual obstructions. Phones, tablets, and/or smart devices not used for playing or monitoring (as described in Section 6.2) are not allowed in a Player's immediate surroundings.

6.3.3. Lighting

The Environment lighting must be bright enough for each Player's face to be clearly visible. The primary light source of the Environment may not be directly behind a Player.

6.4. Inspections

All Players are required to submit to physical inspections, Environment inspections, and computer inspections upon request by Tournament Officials.

6.4.1. Physical Inspection

Prior to and during the Tournament, a Player may be requested to remove any glasses or eyepieces and show them to Tournament Officials using a camera. A Player may also be requested to turn their head to one side, brush their fingers over their ear, and then repeat this process for the other side.

6.4.2. Environment Inspection

Prior to and during the Tournament, a Player may be requested to show Tournament Officials the layout and contents of the Player's Environment using a camera. If a Player must change their Environment for any reason during a Match, Tournament Officials may request another Environment inspection at their sole discretion.

6.4.3. Computer Inspection

A Player may be requested to share their entire screen on Zoom for the entire duration of a Match. Tournament Officials may request a computer inspection by requesting a screen share of non-primary monitors and/or requesting to view a Player's task manager (PC) or activity monitor (Mac) at any time during a Match.

6.5. Player Equipment

6.5.1. Permitted Devices

Players are only permitted to play on desktop computers or laptops using keyboard and mouse. Multiple monitors are permitted as long as all monitors are clearly visible in the Player's second camera, regardless of if such monitors are turned on or off.

6.5.2. Device Requirements

Players are required to close all programs, browsers, browser tabs, and chats prior to a Match except the specific browser and browser tab being used to play on Chess.com.

6.5.3. Headphones

Players are not permitted to wear headphones or earbuds during a Match.

6.6. Analysis Software

Players are strictly prohibited from using chess analysis software at any time during a Match, including such functionality on Chess.com.

6.7. Broadcasting

Players are not permitted to broadcast or distribute the Zoom call, including Player cameras and video, in whole or in part. Players are permitted to broadcast only their own Tournament gameplay, provided any live chat functionality is disabled or set to "emote-only" mode. Broadcasting of Tournament gameplay during the Play-In Phase or CGC Knockout must also have a delay of at least 60 seconds.

6.8. Electronic Devices

Players are not permitted to have any personal electronic devices on or near their person during any Match in the CGC Finals.

7. Tournament Gameplay

7.1. Online Gameplay

All gameplay in the Open Qualifiers, Play-Ins, and CGC Knockout will take place on Chess.com's live server at chess.com/play/online. Such gameplay is subject to the following rules:

7.1.1. Player Actions

All in-game actions, including but not limited to chess moves, premoves, promotions, draw offers, or resignations made by Players will be deemed final. There will be no "takebacks" due to actions unintentionally made by Players for any reason. If a Player accidentally loses on time, that result will be deemed final.

7.1.2. Connection Issues

If a Player disconnects during a Game, that Player's clock will continue to run until it expires or until a move is made. Tournament Officials, at their sole discretion, may permit up to 10 minutes between Games for a Player to resolve connection issues.

7.1.3. Punctuality

In the CGC Knockout, Players must be present in the designated Zoom call by 30 minutes before the Match start time. Players that are not ready to play within fifteen (15) minutes of the Match start time are subject to penalties including a possible Match forfeiture.

7.2. CGC Finals Gameplay

Gameplay in the CGC Finals may take place either on computers on Chess.com's live server, subject to Section 7.1, or on physical chess boards and clocks, at Chess.com's discretion. Any such gameplay on physical chess boards and clocks will be in accordance with the [FIDE Laws of Chess](#).

7.3. Forfeits

Players may not voluntarily forfeit a Match without prior authorization from Chess.com and, even with authorization, are subject to further penalties for forfeiting.

7.4. Communications

Players are prohibited from communicating with any individual during a Match except for Tournament Officials.

8. Conduct

8.1. Personal Conduct

All Players must exhibit behavior consistent with the Chess.com [User Agreement](#).

8.2. Match Conduct

Players must make reasonable effort to compete to the best of their ability at all times. Collusion, defined as intentional cooperation to cheat or deceive other Players, and match-fixing, defined as any offer, agreement, or attempt to influence the outcome of a Game or Match are prohibited. Draws offered and accepted in-game, in good faith, are permitted.

8.3. Dress Code

Players must wear appropriate attire during all Games or Matches, as determined by Chess.com's sole discretion.

9. Rules Violations

9.1. Investigation

Players must fully cooperate with Chess.com and/or Tournament Officials in any investigation pertaining to possible violations of the requirements set forth in these Rules. Any Player found to have withheld or tampered with relevant information or found to have misled Chess.com and/or Tournament Officials in an investigation will be subject to disciplinary action.

9.2. Disciplinary Action

If Chess.com and/or Tournament Officials conclude that a Player has violated these Rules, Chess.com and/or Tournament Officials may take the following disciplinary actions at their sole discretion.

- Warning
- Game or Match forfeiture

- Game or Match restart
- Partial or full forfeiture of prize money in connection with the CGC
- Suspension from participating in other events organized by Chess.com
- Additional disciplinary action specified in the Chess.com [User Agreement](#)

9.3. Disputes

Chess.com and/or Tournament Officials maintain all final decisions and disciplinary actions as it pertains to rules violations, including breach, enforcement, or interpretation thereof.

10. Prizes

Up to One Million U.S. dollars (\$1,000,000) in prizes are available in the Tournament as described below. Payments will be made in United States dollars.

10.1. Play-Ins

Chess.com will award up to Three Thousand Seven Hundred Fifty U.S. dollars (\$3,750) for each Play-In, according to the following table:

Standing	Prize Money (USD)
1st	\$850
2nd	\$600
3rd	\$400
4th	\$400
5th	\$300
6th	\$300
7th	\$300
8th	\$300
Highest Ranked Non-Titled Player	\$300

Non-Titled Players that place 1st-8th will be ineligible to receive the Highest Ranked Non-Titled Player prize. Such prize will be awarded to the highest ranked Non-Titled Player that finished 9th place or lower.

10.2. CGC Knockout and CGC Finals

Chess.com will award up to Nine Hundred Forty Thousand U.S. dollars (\$940,000) for the CGC Knockout and CGC Finals, according to the following table. In the event a Player does not participate in a Match or otherwise violates these Official Rules, Chess.com reserves the right to withhold or reduce prizes.

Phase	Standing	Prize Money (USD)
CGC Finals	1st	\$200,000
CGC Finals	2nd	\$100,000
CGC Finals	3rd (two Players)	\$50,000
CGC Finals	5th (four Players)	\$25,000

CGC Knockout	9th (eight Players)	\$15,000
CGC Knockout	17th (sixteen Players)	\$10,000
CGC Knockout	33rd (thirty-two Players)	\$5,000

11. General Prize Restrictions

Each Player that has been declared the winner of a prize in the Tournament will not be an official winner (each such individual, a **"Winner"**) unless and until they execute (or, if the potential winner is a Minor, their parent or legal guardian executes) a prize agreement, required payment information, and tax forms (**"Winner Forms"**) in order to receive payment. If a Player (or a minor Player's parent or legal guardian) fails or refuses to sign and return all the Winner Forms within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Player may be disqualified. In the event a Player is disqualified, Chess.com reserves the right, but not the obligation, to award the affected prize to the Player that last lost to the disqualified Player. Within sixty (60) days of receiving an executed copy of the Winner Forms, Chess.com will deliver to Winner the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Rules. No substitutions may be made for prize(s), except by Chess.com, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by Chess.com in its sole discretion. By participating in a Tournament, Winner acknowledges that Tournament Officials have not and will not obtain or provide insurance of any kind relating to the prizes. Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any prize won and on the value of any items or value transferred to the Player by Chess.com, and will be required to provide his/her Social Security number, IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E, or equivalent information for tax reporting purposes (at a time to be determined in Chess.com's sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). Chess.com will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Player by Chess.com in accordance with IRS requirements, and Chess.com may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E, or equivalent information), as determined by Chess.com in its sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Rules. Winners who do not claim the prize, or satisfy the information or documentation requirements within six (6) months of the close of the Tournament or such earlier time as designated by Chess.com, are void, and Chess.com shall have no further liability or responsibility to such Player(s) in connection with the prizes.

Any prizes pictured in advertising, promotional and/or other Tournament materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these Rules, these Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Rules will be determined by Chess.com in its sole discretion.

12. Appearance Release

By participating in the Tournament, each Player hereby irrevocably grants Chess.com and each of its respective licensees, successors and assigns, permission to stream, film, photograph and record the Player's performance in the Tournament itself and in other Tournament-related activities, including the Player's name, Chess.com username, logo, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear therein (collectively, the "**Appearance**") and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the Universe in perpetuity, for any purpose, including but not limited to, advertising, marketing and promoting the Tournament, the Chess.com website, Tournament Officials, and future tournaments.

Chess.com grants Players a revocable, non-exclusive, non-transferable, non-sublicensable right and license to use Chess.com marks solely as necessary for promotion of the Event. Players and Chess.com shall use the other party's marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated from time to time. Neither party shall use, register or attempt to register in any jurisdiction any mark that is confusingly similar to or incorporates any of the other party's marks. All uses of a party's marks, and all goodwill associated therewith, shall insure solely to the benefit of such party, and each party shall retain all right, title and interest in and to his/her/its marks.

13. Indemnification

Players shall indemnify, defend and hold harmless Chess.com and its respective affiliates, officers, directors, employees, agents, successors and assigns, as applicable (each, a "**Company Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action or proceeding (each, an "**Action**") arising out of or related to: (i) Player behavior, including their advertising, marketing or promotion of Chess.com or its marks or materials; (ii) any use, presentation, display or distribution of Chess.com marks or materials in a manner not expressly permitted by these Rules; or (iii) Players' breach of any representation, warranty, covenant or obligations herein.

Chess.com shall indemnify, defend and hold harmless Players and their officers, directors, employees, agents, successors and assigns, as applicable (each, an "**Player Indemnitee**") from and against any and all Losses resulting from any Action arising out of or related to: (i) Chess.com marks or materials, solely as used, presented, displayed and distributed without alteration and otherwise in strict compliance herein or (ii) Chess.com's breach of any representation, warranty, covenant or obligations herein.

14. Release and Limitation of Liability

By participating, each Player agrees that Chess.com and each of its respective agents, representatives, parent companies, affiliates, subsidiaries and legal advisers, and each of their respective employees, shareholders, officers, and directors ("Released Parties") are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of Chess.com that may cause the Tournament to be disrupted or corrupted; (iv) any printing, human,

typographical or other errors or ambiguities in (or involving) any materials associated with the Tournament; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Tournament; (vi) acceptance, possession, or use of any prize, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy. Chess.com reserves the right, in its sole discretion, to suspend or cancel the Tournament at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Tournament, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Chess.com.

BY PARTICIPATING IN THIS TOURNAMENT, PLAYERS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PLAYERS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS TOURNAMENT OR IN ANY TOURNAMENT-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE TOURNAMENT HOMEPAGE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. General Terms and Conditions

Utah law governs this Tournament. All issues and questions concerning the construction, validity, interpretation and enforceability of the Tournament, or the rights and obligations of Entrants and Sponsor in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the state of Utah, without giving effect to any choice of law or conflict of law rules or provisions (whether of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Utah. In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Tournament Homepage, the Tournament, and/or any intellectual property owned or licensed by the Sponsor or their respective parent companies, subsidiaries, member stations, and affiliated entities. Sponsor reserves the right, at its sole discretion, to prohibit any Entrant from participating in the Tournament or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Tournament; to be attempting to undermine the legitimate operation of the Tournament by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor

may suspend or discontinue the Tournament if, in its sole opinion, there is any actual or suspected tampering of the Tournament, or any other malfunction, event or activity that may affect the integrity of the Tournament. CHESS.COM SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS TOURNAMENT.

16. Privacy Policy

Any personal information supplied by you to Chess.com will be subject to Chess.com's [privacy policy](#). By entering the Tournament, you grant Chess.com permission to share your email address and any other personally identifiable information with any co-sponsor solely for the purpose of administration and prize fulfillment. Chess.com will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy.

17. Rules and Winners List

For a copy of the Rules, visit chess.com or send a self-addressed, stamped envelope for receipt by December 31, 2022 to: Rules, CGC, c/o Chess.com, 877 E. 1200 S. #970397, Orem, UT 84097.